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[continued on next page]

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

MIRALBA CASTRO ROSAS, MIMI } Case No. CV11-7318 PSG(PLAx)  
SANTA CRUZ, ADEL DOGOM, }  
CHRISTOPHER ODMAN AND } Honorable Philip S. Gutierrez  
ROBERT BOUCHARD, }  
INDIVIDUALLY AND ON }  
BEHALF OF ALL SIMILARLY } CLASS ACTION  
SITUATED INDIVIDUALS, }

Plaintiffs,

**STIPULATED**  
**PROTECTIVE ORDER**

vs.

MACY'S, INC., MACY'S WEST  
STORES, INC., and MACY'S  
RETAIL HOLDINGS, INC.

Complaint Filed: August 2, 2011  
Removed: September 6, 2011

Defendants.

LAW OFFICES OF JULIA AZRAEL  
5200 LANKERSHIM BOULEVARD, SUITE 850  
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Attorney for Plaintiffs

## **STIPULATED PROTECTIVE ORDER**

Subject to the approval of this Court, the parties hereby stipulate to the following protective order:

1 was designated as confidential and/or kept and maintained pursuant to the terms  
2 of this Stipulated Protective order will become public and available to all  
3 members of the public, including the press, unless good cause is shown to the  
4 district judge in advance of the trial to proceed otherwise.

5 2. While this Stipulated Protective order is in effect, documents,  
6 discovery responses, information and materials produced hereafter and deposition  
7 testimony in the future designated as Confidential Information shall be subject to  
8 the provision of this Stipulated Protective Order. If only a portion of a deposition  
9 transcript or other discovery item contains Confidential Information, only that  
10 portion will be subject to this Stipulated Protective Order. However, the  
11 protections conferred by this Order do not cover the following information: (a)  
12 any information that is in the public domain at the time of disclosure to the  
13 receiving party or becomes part of the public domain after its disclosure to the  
14 receiving party as a result of publication not involving a violation of this Order,  
15 including becoming part of the public record through trial or otherwise; and (b)  
16 any information known to the receiving party prior to the disclosure or obtained  
17 by the receiving party after the disclosure from a source who obtained the  
18 information lawfully and under no obligation of confidentiality to the designating  
19 party.  
20

21 3. While this Stipulated Protective order is in effect all copies of  
22 documents, discovery responses or other materials produced and designated as  
23 containing Confidential Information, and all transcripts of depositions in which  
24 Confidential Information has been designated, shall have clearly stamped thereon  
25 "Confidential" on each page that contains protected material in a manner which  
26 avoids any interference with the legibility of the material.

27 4. While this Stipulated Protective order is in effect the Confidential  
28 Information contained in documents, discovery responses, deposition transcripts

1 and materials subject to this Protective Order shall be in connection with this case  
2 only for prosecuting, defending, or attempting to settle this litigation and may be  
3 disclosed only as follows:

4           A. Confidential Information may be disclosed to the parties, their  
5 attorneys, and to members of the paralegal, secretarial or clerical staff (including  
6 shorthand reporters), as well as outside vendors assisting such counsel.

7           B. Counsel may disclose Confidential Information to  
8 independent experts specifically retained for the purposes of this litigation to  
9 assist counsel in the prosecution and/or defense of this action or any appeal filed  
10 herein. Such experts shall agree in writing to be bound by the terms and  
11 provisions of this Stipulated Protective Order.

12           C. Confidential Information may be disclosed to the Court,  
13 pursuant to Paragraph 7 of this Stipulated Protective Order.

14           D. Confidential Information may be disclosed to the author or  
15 recipient of the document containing the Confidential Information or to a  
16 custodian or other person who otherwise lawfully obtained the information.

17           E. Except as provided in subpart A through D of this paragraph,  
18 the parties, their counsel, and others with permitted access to the Confidential  
19 Information shall not disclose it to any person or use it for any purpose except the  
20 prosecution or defense of this litigation.

21           5. Except as limited below, Confidential Information may be used or  
22 elicited in party depositions and also in the preparation of non-party witnesses for  
23 deposition if the witness agrees in writing or on the record to preserve the  
24 confidentiality of such Confidential Information and not to use any such  
25 information for any purpose except this litigation.

26           6. The use of Confidential Information in the taking of depositions,  
27 including their use as exhibits in such depositions, shall not cause such  
28 documents or information to lose their status as Confidential Information.

1           7.     This Protective Order shall not preclude any party from filing and/or  
2     opposing motions in connection with this action. If confidential information  
3     cannot be redacted a party seeking to use documents containing Confidential  
4     Information must follow the procedure for filing documents under seal set forth  
5     in Local Rule 79-5.1 before attaching or filing Confidential Information with the  
6     Court. Pending the ruling on the request, the papers or portions thereof subject to  
7     the sealing motion shall be lodged under seal.

8           8.     If the case does not proceed to trial, after termination of this  
9     litigation, whether by appeal, settlement or otherwise, the provisions of this  
10    Protective Order with respect to the dissemination of Confidential Information  
11    shall continue to be binding. The originals and all copies of such Confidential  
12    Information received by opposing counsel, with respect to such information shall  
13    be destroyed within sixty (60) days of the termination of this litigation and  
14    counsel shall certify in writing to counsel for the other party that such documents  
15    have been destroyed, except that the receiving counsel should be entitled to  
16    maintain one copy of all documents filed with the Court.

17          9.     Nothing in this Protective Order shall be deemed or construed to be  
18    a waiver by either party of its right to seek to introduce, or to object on any  
19    grounds to the use of any Confidential Information, or any portions thereof, at  
20    any hearing or at the trial of this matter.

21          10.    Documents, discovery responses or materials designated as  
22    containing Confidential Information may be copied or otherwise reproduced  
23    without the permission of the producing party or an Order of the Court by  
24    persons entitled to receive such Information pursuant to paragraph 4 of this  
25    Protective Order, provided that the use of such copies is restricted in accordance  
26    with this Protective Order. All copies so made shall be deemed Confidential  
27    Information under the terms of this Protective Order and shall be maintained as  
28

1 Confidential Information or destroyed at the termination of this litigation as  
2 provided in Paragraph 8 herein.

3 11. In the event a party disputes that materials or information,  
4 designated by another party to be Confidential Information, should be subject to  
5 the limitations on disclosure, then the parties may so agree in writing or, if the  
6 parties cannot reach agreement, the parties shall comply with Local Rule 37. If  
7 the parties want to file the Joint Stipulation required by Local Rule 37 under seal,  
8 the parties may file a stipulation to that effect or the moving party may file an ex  
9 parte application making the appropriate request. The parties must set forth good  
10 cause in the stipulation or ex parte

11 12. This Protective Order shall be binding upon the parties hereto, their  
12 successors, representatives and assigns, as well as all counsel for the parties  
13 hereto and their paralegals and office employees.

1 Dated: April 15th, 2013

MACY'S LAW DEPARTMENT

2  
3 By: s/ Catherine E. Sison  
4 David E. Martin, *pro hac vice* admittee  
5 Catherine E. Sison, *pro hac vice* admittee  
6 -and-

7 LAW OFFICES OF JULIA AZRAEL  
8 John S. Curtis (Bar No. 50350)

9 Attorneys for Defendants

10  
11 Dated: April 15th, 2013


LAW OFFICES OF LARRY R. GLAZER

12  
13 By: s/ Nicolette Glazer  
14 Nicolette Glazer (Bar No. 209713)

15 Attorneys for Plaintiffs

16  
17 It is so ordered.

18  
19 Dated: April 16, 2013

20   
21 United States Magistrate Judge  
22 Paul L. Abrams  
23  
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